

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

McGUFFIN & McGUFFIN INC., d/b/a	)	
GARDEN OF EDEN SALON,	)	
	)	Civil Action No. <u>CIV-12-756-D</u>
Plaintiff,	)	
	)	
-vs-	)	(District Court, Oklahoma County,
	)	Oklahoma, Case No. CJ-2012-2706)
	)	
AMERICAN MERCURY INSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

NOTICE OF REMOVAL

Defendant, Philadelphia Indemnity Insurance Company (“Philadelphia”), through undersigned counsel and pursuant to 28 U.S.C. §§ 1441 and 1446 and LCvR 81.2, files this Notice of Removal of the captioned action, styled McGuffin & McGuffin Inc., d/b/a Garden of Eden Salon v. American Mercury Insurance Company, Case No. CJ-2012-2706, currently on the docket of the District Court of Oklahoma County, Oklahoma. In support of this Notice of Removal, Philadelphia respectfully states as follows:

GROUND FOR REMOVAL

1. On May 4, 2012, Plaintiff McGuffin & McGuffin Inc., d/b/a Garden of Eden Salon (herein “McGuffin”), filed a civil action against American Mercury Insurance Company, (herein “Mercury”) in the District Court of Oklahoma County, State of Oklahoma, Case No. CJ-2012-2706.
2. Plaintiff served Mercury with the Petition via certified mail on May 22, 2012.
3. Mercury filed a Reservation of Time to respond to the petition on June 13, 2012.

4. This Notice of Removal is being timely filed pursuant to 28 U.S.C. § 1446(b).

PARTIES

5. Plaintiff McGuffin, is a corporation organized under the laws of the State of Oklahoma with its principal place of business in Oklahoma City, Oklahoma.
6. Defendant, American Mercury Insurance Company, is a corporation organized under the laws of the State of Florida with its principal place of business in Clearwater, Florida.
7. On the basis of the foregoing, complete diversity exists between the Plaintiff and the Defendant.

PLAINTIFF'S ALLEGATIONS

8. Plaintiff alleges that on May 16, 2010 it suffered a loss related to hail and water damage to their property. (Petition ¶ 2).
9. Plaintiff further alleges Mercury breached the contract of insurance by not paying the claim in full. (Petition ¶ 3).
10. Plaintiff further alleges Mercury failed to deal fairly and in good faith with Plaintiff. (Petition ¶ 3).
11. The petition seeks, on behalf of Plaintiff:
  - a. Damages for \$220,576.77 on the contract claim;
  - b. A sum in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00);
  - c. 15% interest;
  - d. Attorneys' fees and costs. (Petition, prayer for relief)

JURISDICTION AND VENUE

12. This is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1332(a) and is one which may be removed to this Court pursuant to the provisions of 28 U.S.C. § 1441(a) and (b). Specifically, this was a civil action asserting state law claims in which (1) the properly named Plaintiff and Defendant are citizens of different states; (2) based on Plaintiff's request for monetary relief, the matter in controversy exceeds \$75,000.00, exclusive of interest and costs; and (3) the Defendant is not a citizen of the state in which the action is brought. See 28 U.S.C. §§ 1332(a) and 1441(b).
13. Defendant hereby removes this action to the United States District Court for the Western District of Oklahoma, which is the judicial district in which the state court action is pending.

AMOUNT IN CONTROVERSY

14. Plaintiff's causes of action allege American not only breached its contractual obligation but its duty to deal fairly and in good faith as well. Due to this conduct, Plaintiff asserts that she is entitled to recover actual and punitive damages in excess of \$75,000.00 (Petition, prayer for relief).

REMOVAL PROCESS

15. Written notice of the filing of this Notice of Removal will be given promptly to Plaintiff and a copy of the Notice of Removal will be filed with the Clerk of the District Court of Oklahoma County, State of Oklahoma, as provided by 28 U.S.C. § 1446(d).

16. A copy of all process, pleadings and orders served upon the defendant in the state court action are attached as Exhibits 1 and 2. A copy of the docket sheet from the Oklahoma Supreme Court Network is attached as Exhibit 3.
17. Defendant respectfully reserves its right to file all appropriate motions and raise all defenses and objections in this action after it is removed to the United States District Court for the Western District of Oklahoma.

WHEREFORE, the Defendant, American Mercury Insurance Company, hereby removes this action to this Court, invoking this Court's federal jurisdiction.

PIERCE COUCH HENDRICKSON  
BAYSINGER & GREEN, L.L.P.

s/Tiffany L. Grant  
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Attorney for Defendant,  
American Mercury Insurance Company

CERTIFICATE OF SERVICE

This is to certify that on this 3<sup>rd</sup> day of July, 2012, a true and correct copy of the above and foregoing Notice of Removal was mailed, with postage thereon fully prepaid, to the following counsel of record:

Mr. Rex Travis  
Mr. Paul Kouri  
Post Office Box 1336  
Oklahoma City, OK 73101-1336

*Attorneys for Plaintiff*

s/Tiffany L. Grant